

1 BILL NO. S-85-06-39

2 SPECIAL ORDINANCE NO. S-128-85

3 AN ORDINANCE approving Contract for  
4 Res. #6016-85 - Pontiac Place NSA,  
5 Phase IV-B, (Eckert St.), by and  
6 between the City of Fort Wayne,  
7 Indiana and Mergy Construction  
8 Company, in connection with the  
9 Board of Public Works and Safety.

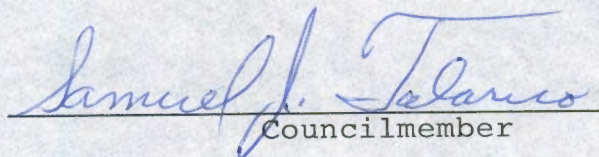
10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
11 THE CITY OF FORT WAYNE, INDIANA:

12 SECTION 1. That the annexed Contract for Res. #6016-85  
13 Pontiac Place NSA, Phase IV-B (Eckert St.), by and between the  
14 City of Fort Wayne, Indiana, and Mergy Construction Company,  
15 in connection with the Board of Public Works and Safety, for:

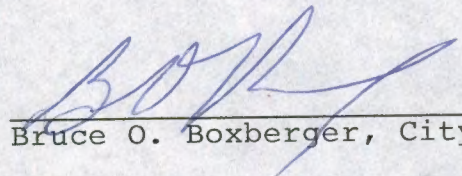
16 the improvement of Eckert Street from  
17 Euclid to Plaza Drive by installation  
18 of storm sewer, concrete curb and  
19 sidewalks;

20 involving a total cost of Eighty-Three Thousand Seven Hundred  
21 Fourteen and 99/100 Dollars (\$83,714.99), all as more particularly  
22 set forth in said Contract, and which is on file with the Office  
23 of the Board of Public Works and Safety and is by reference incor-  
24 porated herein, made a part hereof and is hereby in all things  
25 ratified, confirmed and approved.

26 SECTION 2. That this Ordinance shall be in full force  
27 and effect from and after its passage and any and all necessary  
28 approval by the Mayor.

29   
30 Councilmember

31 APPROVED AS TO FORM  
32 AND LEGALITY

33   
34 Bruce O. Boxberger, City Attorney



Read the first time in full and on motion by James, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.

DATE: 6-25-85

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by James, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BRADBURY</u>	_____	_____	_____	<u>✓</u>	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 7-9-85

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~)

(~~SPECIAL~~) (~~ZONING MAP~~) ORDINANCE (RESOLUTION) NO. 1-128-85

on the 9th day of July, 1985,

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of July, 1985, at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of July, 1985, at the hour of 9 o'clock A. M., E.S.T.

Wesley L. Fink  
WIN MOSES, JR., MAYOR



PROJECT: PONTIAC PLACE NSA, PHASE IV-B

RESOLUTION #

6016-85

SUCCESSFUL  
BIDCONTENTSSUCCESSFUL  
BID

Check if contained	Pages	
X	1	Cover Sheet
X	II - III	Instruction to Bidders
X	SI	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP17	General Provisions
X	GPA1 - GPA6	Federal Labor Standards Provisions
X		Special Conditions
X		Plans and Specifications
		Drawings
X		Improvement Resolution
X		Notice to Bidders

ATTACHMENTS

X		Certification of Non-Segregated Facilities
X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		Sworn Experience Questionnaire
X		Plan and Equipment Questionnaire
X		Contractor Financial Statement 96-A
X		Certificate in Lieu of Financial Statement
X		Prevailing Wage Scale - State of Indiana
X		Federal Wage Scale
		Payment Bond
		Warranty Bond
X		Barricade Information

Discount for Prompt Payment 10 Calendar Days 20 Calendar Days 30 Calendar Days Or  
(See General Provisions Clause) 2 8 8

Acknowledgement of Amendments	Amendment No.	Date	Amendment No.	Date

\*\*\*\*\*

BID SUBMITTEDACCEPTANCE OF BID/AWARD OF CONTRACTContractor Melroy ConstructionBy Dani M. MelroyIts President

Offer Date \_\_\_\_\_

Compliance: C. Bailey

Bidder agrees to keep bid open for  
acceptance for \_\_\_\_\_ days (90 days  
unless otherwise specified.)

City of Fort Wayne  
Board of Public WorksDavid J. HuntLawrence D. ConacherCity of Fort Wayne  
MayorMark T.



INSTRUCTIONS TO BIDDERS  
Board of Public Works and Safety  
City of Fort Wayne, Indiana

MAY 17, 19<sup>85</sup>  
Federally-Assisted Construction

1. Submission of Bids. Sealed bids will be received by The Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock A.M. on the 5th day of June, 19<sup>85</sup>, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:  
RESOLUTION NO. 6016-85 - PONTIAC PLACE NSA, PHASE IV-B  
To improve ECKART STREET From Euclid to Plaza Drive by putting in Storm Sewer,  
Concrete Curb and Sidewalks.

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2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.



All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidder's record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.



In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Prequalification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of Five percent (5%) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of -- percent (--%) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract: Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement. Each bidder will submit with and as part of its bid the following documents under oath and on forms prescribed by the State Board of Accounts, or shall have the following forms on file with The Board which shall not be less than one year old.

- (a) Experience Questionnaire.
- (b) Plan and Equipment Questionnaire, and
- (c) Contractor's Financial Statement (Form 96-A)  
or Certificate in Lieu of Financial Statement.



11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- (a) Certification of Non-Segregated Facilities
- (b) Non-Collusion Affidavit
- ☐ (c) Prequalification Statement
- (d)
- (e)

12. Brand Name or Equal-Specified Materials or Equal. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of The Board, determines that they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of The Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.



Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. ✓ The undersigned firm certifies that it is an ~~MBE~~ WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership  
\_\_\_\_ %.

For WBE specify percentage of women ownership  
51 %.

- B. \_\_\_\_\_ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm \_\_\_\_\_ (cross out inapplicable provision) is a joint venture partner.



The ~~MBE~~/WBE firm (cross out inapplicable provision) shall have ~~0~~ % participation (employees) \_\_\_\_\_ % participation (costs) in this project.

Specify the percentage of minority/women ownership in the ~~MBE~~/WBE firm ~~0~~ % (cross out inapplicable provision).

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. <u>BOOKER FOWKES</u>	<u>140 WAGSAN ST</u>	<u>LOCKING</u>
2.	<u>FT. WYN</u>	
3.		

- D. The undersigned commits \_\_\_\_\_ % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1.		
2.		
3.		

- E. (Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met)

1. My Company cannot meet the participation goals for the following reasons: \_\_\_\_\_

2. We have taken the following steps in an attempt to comply with these participation goals: \_\_\_\_\_

(attach additional sheets as necessary)

Contractor <u>Morgan Const</u>	Contractor _____
By <u>Boni Morgan</u>	By _____
Its <u>Pres</u>	Its _____



14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board of Works has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.



2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure: \_\_\_\_\_

\_\_\_\_\_  
(attach additional sheets if necessary)

Contractor Morgan Const Inc  
By Sam M. Morgan  
Its President

15. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY, EXECUTIVE ORDER 11246.

(Applicable to All Bids on Federally Assisted Procurement Contracts and Subcontracts in Excess of \$10,000.00)

A. The Offeree's or Bidder's attention is called to the "Equal Opportunity Clause and the "Standard Federal Equal Employment Specifications" set forth herein.

B. The goals and timetable for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all procurement work in the covered area, are as follows:

Time- Tables	Goals for minority participation for each trade	Goals for female participation in trade
	Insert goals for each year	Insert goals for each year
	4.4	6.9

These goals are applicable to all the Contractor's procurement work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs procurement work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the



goals for both its federally involved and nonfederally involved procurement.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

D. As used in the Notice, and in the contract resulting from this solicitation, the "covered area" is the City of Fort Wayne, County of Allen, State of Indiana.

16. Required Prevailing Wage Schedule Payments - Federally Funded Projects. The contractor must, at a minimum, follow the Federal Labor Standard Provisions and the highest of the following for each position; (a) Federal wage scale, and benefits or (b) the local wage rate and benefits determination.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the appropriate wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.



17. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, commencing at \_\_\_\_ o'clock \_\_\_\_M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

18. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form issued by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

19. Additional Bonds. If bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board:

- ☐ A. Payment Bond. In the amount of payments to be made under the contract.
- ☒ B. Warranty Bond. In the amount of the contract warranties the contractor performance for a period of three years after the date of the City acceptance.

20. Councilmanic Approval and Ratification of Contract. This Agreement, although executed on behalf of the Owner by the Mayor and The Board shall not be binding upon the Owner unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.



21. Method of Contract Award. The contract resulting from this IFB will be awarded:

☒ A. On an all or none basis.

☐ B. As follows

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## CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his bid a fully executed Certificate of Non-Segregated Facilities.

## CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 30 May, 1985 Morgan Const Inc  
(Name of Bidder)

By

Gene Morgan

Official Address (including  
ZIP code):

2235 Butler Rd. Fayetteville,  
IN 46808

JMS.  
Title



It is the policy of Merry Construction Inc. that  
(Company)

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy Merry Const Inc will not  
(Company)

discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The Merry Const Inc will take affirmative action  
(Company)

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

Merry Construction Inc.  
(Name of Company)

Gene W. Perry  
(Signature of Company Official)

30 May 1985  
(Date)



SCHEDULE  
Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

RESOLUTION NO. 6016-85      PONTIAC PLACE NSA, PHASE IV-B

To improve ECKART STREET from Euclid to Plaza Drive by putting in Storm Sewer, Concrete Curb and Sidewalks.

All work will be performed in accordance with: Resolution #6016-85, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$ 83,714.49. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 9/30/85 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☒ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 9/30/85 days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ 250.00 per day for each and every day after 9/30/85 days after issuance of the Notice to Proceed that the project remains uncompleted. The parties agree that the sum of \$ 250.00 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

Mergy Construction, Inc.

(Name of Contractor)

2235 Butler Road, Fort Wayne, Indiana

(Address of Contractor)

a Corporation hereinafter called  
(Corporation, Partnership, or Individual)

Principal, and Fidelity & Deposit Company of Maryland  
(Name of Surety)

P. O. Box 44049, Indianapolis, In 46244

(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of Eighty three thousand seven hundred fourteen and 99/100 - - - dollars (\$ 83,714.99 ) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 11th day of June, 1985, for construction of:

Street, Sidewalks and Sewer Project - Pontiac Place NSA Phase 4-B,  
Resolution #6016-85



all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. \_\_\_\_\_ Sheet No. \_\_\_\_\_. The Indiana State Highway Standard Specifications dated 1985 shall govern where the above specifications do not cover a specific term, and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the three years guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3  
(number)

counterparts, each one of which shall be deemed an original, this 11th  
day of June, 19 85.

ATTEST:

Larry Mergers  
(Principal) Secretary

[SEAL]

Kathryn Beauchot  
(Witness as to Principal)

P.O. Box 5577  
(Address)

Fort Wayne, In 46895

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

[SEAL]

Kathryn Beauchot  
Witness as to Surety

P.O. Box 5577  
(Address)

Fort Wayne, In 46895

MERGY CONSTRUCTION, INC.  
(Principal)

BY: B. E. Mergers [S]  
President

2235 Butler Road, Fort Wayne, In  
(Address)

Fidelity & Deposit Company  
Surety

By J. H. E. Stewart  
Attorney-in-Fact

P. O. Box 44049  
(Address)

Indianapolis, In 46244

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Mergy Construction, Inc.

(Name of Contractor)

2235 Butler Road, Fort Wayne, Indiana

(Address of Contractor)

a Corporation, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and Fidelity & Deposit Company  
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of Eighty three thousand seven hundred fourteen and 99/100 - - - - (Dollars (\$83,714.99)) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 11th day of June 19 85, for the construction of:

Street, Sidewalks and Sewer Project - Pontiac Place NSA Phase 4-B,

Resolution #6016-85

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. \_\_\_\_\_ Sheet No. \_\_\_\_\_. The Indiana State Highway Standard Specifications dated 1985 shall govern where the above specifications do not cover a specific term.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed 3 counterparts,  
(number)  
each one of which shall be deemed an original, this 11th day of  
June, 19 85.

ATTEST:

Larry Mercury  
(Principal) Secretary

(SEAL)

MERGY CONSTRUCTION, INC.

Principal

By [Signature] (S)  
President  
2235 Butler Road

Fort Wayne, Indiana

(Address)

Kathryn J. Beauchamp  
Witness as to Principal

P.O. Box 5577  
(Address)

St. Wayne, In 46895

ATTEST:

Fidelity & Deposit Company  
Surety  
By [Signature]  
Attorney-in-Fact

(Surety) Secretary

(SEAL)

Kathryn J. Beauchamp  
Witness as to Surety

P.O. Box 5577  
(Address)

St. Wayne, In 46895

P.O. Box 44049  
(Address)

Indianapolis, In 46244

NOTE: Date of Bond must not be prior to Date of Contract.

If Contractor is Partnership, all partners should execute bond.



## ITEMIZED PROPOSAL

Note: Contractor will be paid on measured quantities only at unit price bid.

Name of Contractor: MERGY CONST. INC.

Project Name: Pontiac Place NSA, Phase IV-B - Eckart St. (Euclid to Plaza)

[illegible]

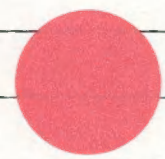
dicté :



TITLE OF ORDINANCE Contract for Res. #6016-85 - Pontiac Place NSA, Phase IV-B (Eckert St.)

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety 1-85-06-39

SYNOPSIS OF ORDINANCE The Contract for Res. #6016-85, Pontiac Place NSA, Phase IV-B,  
is for the improvement of Eckert Street from Euclid to Plaza Drive by  
installation of storm sewer, concrete curb and sidewalks. Mergy Construction  
Company is the Contractor. PRIOR APPROVAL RECEIVED ON JUNE 11, 1985.



EFFECT OF PASSAGE Improvement of above area.

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$83,714.99

ASSIGNED TO COMMITTEE \_\_\_\_\_



BILL NO. S-85-06-39

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract for

RES. #6016-85 - Pontiac Place NSA, Phase IV-B, (Eckert St.) by and

between the City of Fort Wayne, Indiana and Mergy Construction

Company, in connection with the Board of Public Works and

Safety



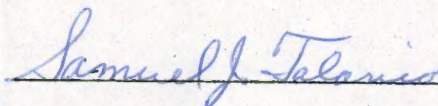
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND ~~REC~~

LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(~~RESOLUTION~~)

YES

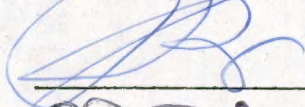
NO



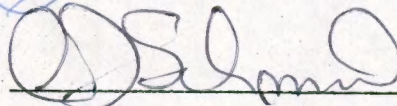
SAMUEL J. TALARICO  
CHAIRMAN



CHARLES B. REDD  
VICE CHAIRMAN



PAUL M. BURNS



DONALD J. SCHMIDT

THOMAS C. HENRY

CONCURRED IN 7-9-85

SANDRA E. KENNEDY  
CITY CLERK